

STATE OF CALIFORNIA



INTEGRATED
WASTE
MANAGEMENT
BOARD

Request for Proposal

IWM-C9028

Partnerships for Organics End-Use and Outreach

California Integrated Waste Management Board
8800 California Center Drive
Sacramento, California 95826

TABLE OF CONTENTS

Section I	Introduction	1
	A. General Information.....	2
	B. Schedule	3
	C. Submittal of Proposal	3
Section II	Rules and Conditions	4
	A. General Information.....	4
	B. Budgeted Funds.....	4
	C. Bid Proposal and Content.....	4
	D. Errors in Proposer's Submittal.....	6
	E. Modification or Withdrawal of Proposals.....	6
	F. Bidders Cost.....	7
	G. Written Inquires	7
	H. Antitrust Claims	7
	I. Conflict of Interest	8
	J. Qualifications.....	8
	K. Subcontractors	9
	L. Licenses and Permits	9
	M. Miscellaneous	9
	N. Contracts With Local Government.....	10
	O. Addenda.....	10
Section III	Minimum Requirements	11
	A. Nondiscrimination Compliance Statement	11
	B. Certificate of Insurance.....	11
	C. Recycled Content.....	11
Section IV	Evaluation and Section	12
	A. Failure to Fulfill Minimum Bid Requirements.....	12
	B. Selection Process.....	12
	C. Grounds for Rejection	13
	D. Award of Standard Agreement	13
	E. Protest of Award.....	13
Section V	Miscellaneous	15
	A. Information	15
	B. Commitment.....	15
	C. Termination	15
	D. Start of Work	15
Section VI	Scope of Work	16
Attachments		
	Cost Proposal	Attachment A
	Budget Expenditure by Category.....	Attachment A-1
	Budget Expenditure by Category.....	Attachment A-2
	Proposal Score Sheet	Attachment B

**CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
REQUEST FOR PROPOSAL
IWM-C9028**

**SECTION I
INTRODUCTION**

The California Integrated Waste Management Board (hereinafter referred to as 'Board') is the primary agency responsible for non-hazardous waste management in the State of California. The Board is soliciting bid proposals for the services described as follows:

The Board intends to award a total of up to \$250,000 during Fiscal Year 1999/2000 for partnership project contracts designed to increase the use of municipal compost and/or mulch products, with maximum funding per contract of \$80,000. This Request for Proposals (RFP) seeks proposals for completion of the partnership project(s) outlined in this document.

Municipal organic materials comprise over 30 percent of California's solid waste stream. These municipal materials, which primarily include yard trimmings, food scraps, and wood waste, are one of the Board's priorities for diversion from landfills. Board staff is implementing an ambitious plan (known as the "Greening Team" performance plan, available at <http://www.ciwmb.ca.gov/organics/>) to divert an additional five to seven million tons of these organic materials from landfills by the year 2000. The project(s) solicited in this RFP will help the Board achieve its goal by establishing partnerships, in accordance with Targets 5 and 6 of the performance plan, that demonstrate and increase municipal compost and/or mulch use.

To date, the Board has partnered with compost producers, growers, farm advisors, Resource Conservation Districts, local governments, and others to promote the use of municipal compost and mulch in agriculture and for erosion control. The Board is committed to this "partnership" approach and is seeking to develop further strategic alliances of groups working on demonstrations and other applied field research for uses of municipal compost and/or mulch.

This year's solicitation seeks to expand and build on demonstration projects of the past by exploring more diverse and innovative uses of compost and mulch by end-users for such applications as revegetation, environmental restoration, bioremediation, wetlands restoration, erosion control, integrated pest management, manure management, and other agricultural and non-agricultural applications. In keeping with the Board's general commitment to "partnership" approaches, this RFP would enable the Board to develop new strategic alliances with groups working on applied uses of municipal compost and mulch. In particular, it solicits partnership proposals from public institutions acting as project leads, partnered with end-users of compost and mulch, for demonstration and field research projects. The projects must be viewed as credible and beneficial by "end-users" familiar with the proposed applications.

This RFP requires that the contractor represent a partnership that will undertake the proposed project. Such partnerships must include a public institution as the contractor and fiscal agent. Partnering of individuals, businesses and, organizations with such public institutions is essential.

Public institutions in this context are loosely defined as universities, state agencies, local governments, and other associated organizations and special districts including Resource Conservation Districts.

The Board encourages creative proposals and expects the project proposal to describe the specific goals and methodologies of the project. The Board is particularly interested in projects that are innovative in nature and have not been funded in the past. Such types of projects include compost and mulch use for bioremediation, wetlands restoration, erosion control, integrated pest management, manure management, etc. In evaluating proposals for funding, preferences will be given for innovative projects that differentiate themselves from previously funded demonstrations. Examples of previously funded demonstrations can be found on the web at: <http://www.ciwmb.ca.gov/organics/processing/results.htm>

Acceptable proposals indicate how the project, if funded, will:

- Illustrate the benefits of using municipal mulch and/or compost. Benefits that may be considered include, but are not limited to, pest management, disease suppression, water conservation, soil structure improvement, plant nutrition, nutrient management, wetlands restoration, and erosion control. Please note that backyard demonstration projects will not be eligible for funding.
- Showcase these benefits to similar end users within the region using effective outreach activities.
- Identify barriers that currently hinder the use of municipal mulch and/or compost use, present potential solutions to these barriers, and develop outreach activities to share these solutions with similar end users.
- Increase demand for municipal mulch and/or compost by similar end users.
- Quantify the economic benefits of compost and mulch use (i.e., cost savings and/or increased revenue directly related to use).
- Disseminating the results of research and demonstration to other potential end users and interested parties within the region and state. To accomplish this, this project requires the development and coordination of effective outreach activities. Outreach for this project may include fact sheets, workshops, brochures, field days, and media coverage.
- Quantify the amount of compost/mulch expected to be used as a result of the project.

The Board believes that the partnership projects will help meet local and regional needs and is requiring all partnership proposals to include matching funds provisions. These provisions must be described in detail. The proposal must clearly identify the amount of matching funds. In-kind contributions (including labor, facilities for workshops, equipment rental, administrative overhead, etc.) will be accepted and are encouraged; quantitative estimates of labor costs, etc. must be provided.

A. GENERAL INFORMATION

Interested parties may obtain a Request for Proposal (RFP) solicitation package by submitting a written request to:

Contracts Unit
Business Services Office, MS-18
California Integrated Waste Management Board
8800 Cal Center Drive
Sacramento, CA 95826
Phone: (916) 255-2678
FAX: (916) 255-1107

All proposals must be received at the above office no later than 2:00 PM on February 24, 2000. Proposals received after that time will not be considered and will be returned unopened. Each proposal must be sealed and the envelope must be clearly marked with the name of the proposer and the words "Response to RFP IWM-C9028."

This RFP and the successful Proposer's response will be made a part of any contract awarded from this RFP.

The Board reserves the right to accept or reject any or all proposals.

B. SCHEDULE

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of the Board.

Advertisement Date/RFP Solicitation Package Released.....	December 27, 1999
Bidders Conference.....	January 19, 2000
All Written Questions must be received by 5:00 PM.....	January 28, 2000
Proposals Must Be Received by 2:00 PM.....	February 24, 2000
Notice of Intent to Award.....	April 3, 2000
Board Meeting for Award of Contracts.....	April 25, 2000

C. BIDDER'S CONFERENCE

The Bidder's conference is optional and is for informational purposes. The conference will be held on January 19, 2000 from 1:30 PM to 3:00 PM in the Board Room at the California Integrated Waste Management Board located at 8800 Cal Center Drive, Sacramento, California.

D. SUBMITTAL OF PROPOSAL

A cover letter must be included with the Bid Proposal package and must be signed by an individual who is authorized to contractually bind the Proposer. The cover letter must be done on the business letterhead and must contain the following information:

1. Name and address of Proposer
2. Name and telephone number of a contact person
3. Name, title, address, and telephone number of the individual(s) with authority to execute a binding contract on behalf of Proposer

Please read the entire contents and all attachments carefully. If you desire to bid, the following forms must be completed and included with all other required documentation with your bid proposal by the specified due date to the address stated above:

K	Signed Cover Letter
K	One (1) Unbound Original
K	Five (5) Additional Copies
K	Three (3) References
K	Letters of Intent From Participating Entities
K	Signed Cost Proposal, Attachment A
K	Budget Expenditure by Category, Attachment A-1
K	Resolution / Delegation of Authority, if required, (see Section II, N)
K	Detailed Workplan
K	One (1) Writing Sample

SECTION II RULES AND CONDITIONS

A. GENERAL INFORMATION

The competitive bid process being used for this procurement of services is known as a Request for Proposal (RFP). Award of this contract will be to the highest scored proposal which complies with all requirements as described in the RFP. Proposals may be rejected if they are not properly completed or show any alteration of the form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

The term of the contract to be awarded under this RFP will be for approximately twenty-four (24) months and is expected to begin approximately May 2000 and end May 2002. Actual work on the contract shall not begin until written notification is received from the Board.

B. BUDGETED FUNDS

The Board intends to award a total of up to \$250,000 for partnership project contracts during Fiscal Year 1999/2000, with no individual project proposal funded in excess of \$80,000. Awards will be offered to the highest scored proposal first with subsequent awards being given to the second highest and so on depending on availability of remaining funds. The Board reserves the right to accept or reject any or all of the partnership proposals submitted in response to this solicitation.

Contractual funds of up to \$80,000 per project in California are available. Proposals will be funded by spring 2000. There will be no provision for advance or lump sum payment. Partnership projects should begin by approximately May 2000 and be completed in two (2) years with the submission of a final report by April 15, 2002.

Project funding will be available in quarterly payments contingent upon receipt of timely reports and invoices according to terms specified in the Agreement with each contractor. These contracts will be awarded to public institutions partnered with individuals, businesses and organizations, selected from submitted partnership proposals. Awards are not considered grant funds, but rather contractual agreements with the Board.

C. BID PROPOSAL AND CONTENT

Bid Proposal

1. **Table of Contents**, with information organized as presented here and this format followed and with corresponding page references.
2. **Summary**. Include a brief overview of the project summarizing the Proposer's approach to the work.
3. **Description of Organization**. Provide description of the nature of the organization's services and activities, when the business was established, brief history and location.

Proposer must demonstrate that there is no conflict of interest between existing client relationships and the ability to fully and vigorously represent the Board. Client relationships which could potentially be a conflict of interest must be listed.

4. **Methodology**. The methods to be employed by Proposer to accomplish the project objectives must be described in sufficient detail to allow the Board to evaluate those methods. The Proposer's responsiveness to this RFP and approach to the project will be evaluated based on the feasibility of completing the tasks in the Scope of Work in a timely manner.

- 5. Matching Funds.** Proposal must identify how all matching funds will be expended (Attachments A, A-1, and A-2). If using in-kind contributions, the proposal must include the entity(s) making the contribution, describe the type of contribution being made (equipment, land, personnel, etc.), the extent of the contribution (hours of equipment use, acreage, staff hours), and indicate the dollar equivalent value. (see Budget Expenditure by Category Attachment A-1, A-2)
- 6. Personnel Management.**
- Contract Manager.** Identify one individual on the Proposer's project team who will manage the contract work. Include his/her experience, knowledge, and educational background that demonstrates his/her expertise to perform the activities of this RFP.
 - Personnel.** List all key personnel who will perform the activities described in this RFP, including a summary of similar work, if any, performed by those personnel. Provide education, experience and expertise of each with pertinent information demonstrating their qualifications to perform the work required by this RFP. Include a statement indicating how many hours each key personnel will be assigned to the project and a list of tasks each personnel will perform. (see item 10 below)
 - References.** The Proposer must supply the Board with a minimum of three (3) client references with needs of a similar degree of complexity from the last five (5) years, including name, address, phone and FAX numbers for each.
- 7. Subcontractors.** Identify all proposed subcontractor(s). Include resumes of subcontractor(s) key personnel. Include a list of tasks each subcontractor will perform and how many hours each subcontractor will be assigned to this project. All subcontractors used after the execution of the contract must be approved by the Board in writing. (see item 10 below)
- 8. Scope of Work.** The proposal must address all the items described in the Scope of Work (Section VI) in adequate detail.
- 9. Workplan.** The contractor as part of this proposal is required to develop a detailed workplan. See Scope of Work, Task 1: C in Section VI for workplan requirements.
- 10. Table of Partners' Hours by Task.** The workplan must identify all partners and the individuals in each partnership working on the project. The workplan must include a table that lists by partnership each individual assigned to the task and the corresponding number of hours proposed for each individual. An example is presented below.

Example
Table of Partnership Hours by Individual and Task

<u>Partnership</u>	<u>Individual</u>	<u>Task 1</u>	<u>Task 2</u>	<u>Task 3</u>	<u>Task 4</u>	<u>Task 5</u>	<u>Task 6</u>	<u>Total Hours</u>
Research Ltd.	Sue Sun	50	10	5	6	15	29	115
	Frank Made	13	7	9	8	19	10	66
	Melody Zip	7	8	29	16	8	9	77
Answers Plus Inc.	Carole Iner	9	12	17	54	0	4	96
	Ken Swis	6	4	0	0	15	6	31
	Tom Thumb	8	12	5	3	10	8	46
Total Hours		93	53	65	87	67	66	431

11. Required Attachments

- A. Budget by Task and Expenditure Category (Attachments A, A-1, and A-2)
Include a detailed budget using the nine budget categories listed below:
 - Salaries (include individual's name and work title)
 - Benefits (include percent time, and base salary)
 - Travel
 - Communication/Postage
 - Supplies
 - Services
 - Equipment Rental/Land Use Fee
 - Contractual
 - Indirect
- B. Timetable: Include a timetable for accomplishing stated objectives and for each identified task.
- C. Commitment: Include a signed letter of intent to serve and a curriculum vitae or resume from each contributing entity.

An original plus five (5) copies of the entire Proposal package must be submitted in a sealed envelope marked with Proposer's name and address. The original shall be **unbound** and clearly marked 'MASTER'. The **RFP bid number must also be noted on the outside** of the sealed envelope

Proposal Cost

The Proposal Cost must specify your total bid cost and detail total project costs, including a breakdown by tasks and by the person(s) to complete the tasks (Attachments A, A-1, and A-2). If you plan to cost share, identify each participant's cost.

When preparing these costs, be sure to take into consideration the length of the project and include increases in salaries and wages, general and administrative overhead. **The rates you bid are a part of the final contract and may not be changed.** All bid prices shall include all applicable federal, state and other taxes, together with the cost of all permits and licenses which may be required to perform the work specified in this RFP. Detail of total project costs to be included in your proposal shall include direct labor, overhead, supplies, equipment, consultants, travel, overhead and any other related expenses. The Board may only pay overhead in an amount not to exceed the contractor's federally approved indirect cost rate agreement. A copy of the federal cost rate agreement may be required prior to award of contract. Any travel or per diem costs associated with this proposal shall be based on the maximum rates allowable for regular state employees as established in the California Code of Regulations, Title 2, Sections 599.619 and 599.631.

D. ERRORS IN PROPOSER'S SUBMITTAL

An error in the Proposal Cost may be cause for rejection of that proposal. However, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal amount to the format and content required by the solicitation document and any unusual complexity of the format and content required by the solicitation documents. If Proposer's intent is clearly established based on review of the complete proposal submitted, the State may at its sole option correct an error based on that established intent. The State may at its sole option correct obvious clerical errors.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal which is received by the Board at the above address before the time and date set for receipt of proposals may be withdrawn or modified by written request of the Proposer. However, in order to be considered, the modified bid must be received by the time and date set for receipt of bids as specified above.

A proposer cannot withdraw a bid after the specified due date.

F. BIDDER'S COST

Costs for developing proposals are entirely the responsibility of the proposer and such costs shall not be reimbursed by the State of California. All proposals, and the contents therein, will become the property of the Board.

G. WRITTEN INQUIRES

1. Proposers needing clarification of the requirements of this RFP must submit questions in writing to the Board's Contracts Unit. All written inquiries must be received by 5:00 PM January 28, 1999 regardless of postmark. If the written inquiries are faxed, then the time and date on the fax must not be later than the due date.
2. A summary of the Questions and Answers will be mailed only to those Proposers having previously requested a copy of the RFP. The summary will be mailed on or near the date specified in the above schedule. Questions, suggestions or objections regarding the content of this RFP, including but not limited to the purpose, scope of work, etc., not submitted in writing by the deadline for questions shall be deemed waived and may not be raised at a later time.
3. Oral communications with the Board officers and employees shall be non-binding on the State and shall in no way exclude the Proposer of any obligations as set forth in this package.
4. Sample contract provisions may be mailed **only** upon request by those proposers having submitted a Letter of Intent to Bid requesting such information. No modifications, changes, deviations, additions, deletions or exception to the standard terms and conditions are permitted.
5. All questions or inquiries regarding this RFP shall be mailed to:
Contracts Unit
Business Services Office, MS-18
California Integrated Waste Management Board
8800 Cal Center Drive
Sacramento, CA 95826

The envelope should be clearly marked "Questions Relating to RFP IWM-C9028. Inquiries may also be faxed to the Contracts Unit at (916) 255-1107.

H. ANTITRUST CLAIMS

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

I. CONFLICT OF INTEREST

In regard to current or former State employees, Contractor agrees:

- A. Current State Employees (PCC 10410):
 - 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- B. Former State Employees (PCC 10411):
 - 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by the state agency.
 - 2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

J. QUALIFICATIONS

The prospective contractor must have the experience, qualifications and resources to perform the work required by this Agreement.

The contractor must demonstrate that it represents a viable partnership or strategic alliance. The partnership must be comprised of entities appropriate to the end-use addressed by the proposal. It can include, but is not limited to, growers, dairy farmers, commodity groups, landscapers, University of California Cooperative Extension, mulch and/or compost producers (who use municipal organic materials as feedstock), universities, state agencies, local governments, and other associated organizations and special districts including Resource Conservation Districts, and Cal Farm Bureau Chapters. The partnership may also include private consultants and their subcontractors.

- 1. The Project Manager(s) for this proposal must demonstrate experience and knowledge managing and coordinating field research studies and demonstrations. Familiarity with compost and mulch is desired but not required. Field study management experience should include the following:
 - Field study design (materials and methods);
 - Coordination and interaction with entities appropriate to the end-use addressed by the proposal;
 - Information outreach activities with entities appropriate to the end use addressed by the proposal

To demonstrate field study management knowledge and experience and past history coordinating partnerships, the prospective contract manager must provide evidence by means of a written description of previous field studies, projects, and partnership activities.

2. The principal members (partnership) of the consulting team must demonstrate experience and knowledge with field studies, e.g., implementation, and interpretation of findings. Knowledge and experience with municipal mulch and/or compost is highly desirable.

The prospective contractor must provide evidence by means of a written description of previous work history, experience, and contracts demonstrating the successful completion of field studies.

3. At least one person on the consulting team must demonstrate qualifications, knowledge, and experience as a technical report writer and/or technical editor and must be used as the editor of the preliminary and final reports.
4. Samples of written work - In order to demonstrate bidder's ability to qualify accomplishments based on the project's goals, bidders will be required to submit one sample of a project report for a field study, which includes study design, implementation, and findings.

K. SUBCONTRACTORS

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Board.

L. LICENSES AND PERMITS

Where applicable, pursuant to California Business and Profession Code Section 7028.15, Contractor shall be an individual or firm licensed to do business in California. Contractor shall obtain at his/her expense all appropriate license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. Contractor shall submit with the proposal:

1. Contractor's state license number,
2. License expiration date, and
3. Certification, under penalty or perjury, of accuracy of items (1) and (2) above.

Failure to provide the appropriate license(s) and permit(s), when applicable to perform this work, by the bid opening date will be grounds for finding the bid non-responsive.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Board with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Board may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

M. MISCELLANEOUS

1. CIWMB funds cannot be used for capital expenditures (i.e. machinery or equipment).
2. If the partnership includes a composting facility, that facility must be compliant with all local and state permitting requirements.

3. The proposal must include clear and concise details on the proposer's project including a detailed workplan. If clear, concise detail is not included in the proposal, it will be considered incomplete and non-responsive to the RFP. Minor modification to the workplan may be allowed, for good cause, prior to execution of a final agreement.

N. CONTRACTS WITH LOCAL GOVERNMENTS

If the contracting party is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into the proposed contract, authorizing execution of the agreement.

If the proposer is a local government (as defined above), the proposer must provide, with their proposal, documentation that the commission, board, council or other governing entity has been noticed through agenda item or other scheduling format that a resolution is required to enter into a contract with the Board.

O. ADDENDA

The Board reserves the right to amend, alter or change the rules and conditions contained in the RFP prior to the deadline for submission of proposals. Addenda will only be sent to those proposers who originally requested a copy of the RFP. Subsequent addenda must be followed. If proposer is not certain that they have all addenda to this RFP, contact the Contracts Unit at (916) 255-2678.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it will immediately notify the State of such error in writing and request modification or clarification. If modifications to the RFP are required, they will be made by addenda as described above. The addenda will be given to all parties who have been furnished the RFP without divulging the source of the request.

SECTION III MINIMUM REQUIREMENTS

A. NONDISCRIMINATION COMPLIANCE STATEMENT

The prospective contractor must be an Equal Opportunity Employer and must be willing to comply with State Fair Employment Practices. The required signature on the Certification (Attachment A) shall constitute a certification under penalty of perjury under the laws of the State of California that you have, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and of California Code of Regulations, Title 2, Section 8103.

B. CERTIFICATE OF INSURANCE

When required, Contractor must provide: 1) a Certificate of Insurance insuring the State of California and 2) verification of Worker's Compensation insurance.

Said Certificate of Insurance shall provide a minimum liability coverage of \$1,000,000 per occurrence for bodily injury or property damage combined. The successful proposer must provide the Certificate of Insurance to the Board within ten (10) days after notification of the Board's intent to award the contract to said successful proposer. The contract will not be fully executed nor can work begin unless said Certificate of Insurance is provided to the Board.

The Certificate of Insurance shall include the following terms and conditions:

1. The State of California, its officers, agents and employees shall be included as additional insured.
2. The dates of inception and expiration of coverage shall be specified.
3. The total amount of coverage for bodily injury and property damage combined shall be a minimum of \$1,000,000 per occurrence. Coverage shall not include a deductible feature.
4. A 30-day written notice shall be provided to the State of California prior to termination of said policy.
5. The State of California is not liable for the payment of premiums or assessments on said policy.
6. The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, Contractor agrees to provide, at least thirty (30) days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater.

The Certificate of Insurance must be mailed to the Board's Contracts Unit to the address specified in this RFP.

C. RECYCLED CONTENT

The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354).

SECTION IV EVALUATION AND SELECTION

A. FAILURE TO FULFILL MINIMUM BID REQUIREMENTS

To be responsive, Proposer must comply with all minimum proposal requirements set forth in Sections I, II, and III. Failure to meet said minimum proposal requirements or failure to follow the instructions contained in this RFP shall be grounds for rejection. Any proposals modifying the conditions or specifications of this RFP may be rejected. Immaterial deviations may be waived by the State.

B. SELECTION PROCESS

The Board reserves the right to accept or reject any or all of the partnership proposals submitted in response to the solicitation. Awards will be offered to the highest scored proposal first (Attachment B, Proposal Score Sheet) with subsequent awards being given to the second highest and so on depending on availability of remaining funds. Proposals will be evaluated, in part, on how well their proposals address the ten (10) criteria presented below. **Please note: Primary consideration will be given, but not limited to, proposals that include these criteria:**

1. Provide sufficient details, while being as concise as possible, about the proposed partnership project for the Board to evaluate the proposal and select winning contractors. Proposal text (not including partnership qualifications, samples of written work, and letters of intent) should not exceed 30 pages maximum length.
2. Provide a complete and clear description of the *end-user* application proposed for municipal mulch and/or compost, showing knowledge of and implementation of current and emerging industry practices.
3. Demonstrate how the partners will participate in the study, e.g., who will provide municipal mulch and/or compost, landowner who will provide the land surface, who will conduct base-line and follow-up data collection, who will coordinate and provide outreach activities, etc.
4. Clearly define the potential issues and/or benefits to the specified industry *end-user(s)* and how the benefits will increase the *end-user* procurement of municipal mulch and/or compost.
5. Show the agronomic or industrial merit highlighting the cost-effectiveness of municipal mulch and/or compost application in comparison with current industry practices.
6. Propose an effective educational element designed to actively distribute the preliminary findings and the results of the partnership project to the *end-user(s)*.
7. Identify the partnership project team's experience relating to municipal mulch and/or compost *end-user* projects.
8. Show the likelihood of the partnership project's success to accelerate the procurement of municipal mulch and/or compost by the *end-users* in California.
9. Provide a clear and specific description of the workplan. The workplan should provide a blueprint of what the project will accomplish, how the tasks will be undertaken, the deliverables associated with each task, and the timeline and budget required to accomplish the project.
10. The proposal should indicate the amount of matching funds and/or describe each partner's type of in-kind contribution. Itemized costs including cost sharing (such as assumption of administrative costs), in-kind commitments, and other funding/resource sources must be clearly delineated (see Attachment A, A-1, and A-2). Cost-sharing and in-kind contributions are expected to reflect local or regional involvement in the partnership. Matching funds less than 100 percent will be cause for rejection of the bid. Cost information will be evaluated for:

- a. Appropriateness of the proposed costs and matching funds (including in-kind contributions) in relation to the partnership project, industry practices, and the RFP.
- b. A minimum of a one-to-one funding match between the partners and the Board is required. The match can consist of funding from new sources and/or in-kind contributions. Proposals offering contributions of cash or in-kind contributions that exceed the one-to-one match will score higher in the Matching Funds section of the scoring sheet.

Confirmation of matching funds from other agencies or organizations and/or itemized in-kind contributions available must be documented in the proposal. **A letter of intent from each contributing entity must also be included in the proposal.**

Interviews may be requested for clarification of those proposals that passed the minimum technical points. Said interviews may occur at any time during the proposal evaluation process. The purpose of the interviews are for clarification only. No proposer will be allowed to alter his/her proposal. Any attempt on the part of the proposer to do so will result in the disqualification of that proposer.

C. GROUNDS FOR REJECTION

A proposer shall be rejected if:

1. The proposal is received at any time after the exact time and date set for receipt of proposals.
2. The Proposal Cost is unsigned.
3. The Proposal Cost is not prepared as required by this RFP.
4. The Proposer has been decertified from contracting with the State by the Department of Fair Employment and Housing.
5. The Proposer has received a substantive negative contract performance evaluation from the State of California.
6. The proposal is conditional, incomplete or contains any irregularities.
7. Required license(s) and permit(s) information is not submitted with the proposal.

All proposals may be rejected whenever the determination is made that the proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected. No proposal may be rejected arbitrarily or without reasonable cause.

D. AWARD OF STANDARD AGREEMENT

1. Award of the Agreement will be offered to the highest scored proposal first with subsequent awards being given to the second highest and so on depending on availability of remaining funds. The Board will post a Notice of Intent to Award five (5) working days prior to the award being made.

E. PROTEST OF AWARD

If a proposer chooses to protest the proposed award:

1. The protest must be filed with the Board and the Department of General Services (DGS) after the Notice of Intent to Award is made, but before the actual award.
2. The award of the Agreement shall be delayed when a protest is received by DGS and the Board and will not be awarded until the protest is withdrawn or DGS has rendered a decision.

3. A detailed, written statement of protest, including the RFP number, should be submitted to both of the following:
 - Department of General Services
Office of Legal Services
Attention: Protest Coordinator
1325 J Street, Suite 1911
Sacramento, CA 95814
FAX: (916) 327-3916
 - Integrated Waste Management Board
Contracts Unit
Business Services Office, MS-18
8800 Cal Center Drive
Sacramento, CA 95826
FAX: (916) 255-1107
4. Protests may be sent by regular mail, fax, courier or personal delivery. Protestants should include their fax numbers if they have one.
5. If no protest is filed with the Board or DGS within five (5) working days of the date of that the Notice of Intent to Award, the Agreement shall be awarded to the proposed qualified proposer.

SECTION V MISCELLANEOUS

A. INFORMATION

All information obtained or produced during the course of work shall be made available to the Board for its use as it may so be determined.

B. COMMITMENT

This RFP does not commit the Board to award an Agreement or to pay any costs incurred in preparation of a bid responding to this RFP. The Board reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in whole or in part.

If any of the selected proposer's fail to enter into a satisfactory Agreement within a reasonable period of time after the award, the Board may deem the proposer to have rejected the award. At that point, the Board may disqualify the awardee and award the Agreement to the next highest scored proposer. The Executive Director will determine what is a reasonable period of time for the selected proposer to enter into the Agreement.

C. TERMINATION

The Board has the authority and express right to terminate any Agreement awarded under this RFP at any time during the term of the Agreement for any reason or if the Board finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

D. START OF WORK

Once the final Agreement award is made, work will not begin until the Agreement is fully executed, approved by the Department of General Services and written authorization has been received by the contractor from the Board.

SECTION VI SCOPE OF WORK

This contract will continue the California Integrated Waste Management Board's (Board) efforts to promote the use of municipal compost and/or mulch in California. To achieve this objective, the contractor will perform the following six (6) tasks:

Task 1: Coordinate Partnership Development and Implementation of Workplan

- A. The Contractor shall act as the Fiscal Agent and be responsible for completing the tasks outlined in the proposal and the final agreement.
- B. The Contractor shall organize and be responsible for the partnership's efforts. Subject to approval by the Board's Contract Manager, and where required, the partnership will refine the detailed workplan from its submitted proposal. The contractor will implement the detailed workplan, adhering to the milestones, time-line and deliverables as approved by the Board's Contract Manager.
- C. Requirements for Workplan:
The workplan is a critical component of the proposal and must provide project goals and methodologies, detailed benchmarks, task assignments, a deliverables schedule and cost allocations. It should provide the blueprint for how the project will be undertaken and should be used as a progress measurement tool once the project commences. Specifically, the workplan should be divided into 8 categories and address the following topical areas:

Section 1 (Objectives and Methodology)-Detailed description of the proposed project, stated goals and objectives and general methodology proposed to achieve stated objectives.

Section 2 (Task List)-Itemized task list needed to complete above stated objective(s) and detailed description of each task with specific task assignments (i.e., specific names assigned to individual tasks).

Section 3 (Deliverables and Timeline)-Timeline for implementation of workplan with a deliverables schedule.

Section 4 (Data Collection and Analysis)-Detailed description of the protocol(s) used in initial data collection, analysis, and follow-up data collection within the scope of timeline in Section 3; this should also include a protocol for analyzing how much compost and/or mulch will be used as a result of the project and the potential for use if practices in the project are more widely adopted.

Section 5 (End-User Analysis)-Protocol on how to increase compost/mulch use in the end-user community once findings from this project are obtained (i.e., What are the greater implications of this project and how can the results of this project be used by other end-users?). Also describe barriers that currently discourage the use of municipal mulch and/or compost by "end-users" appropriate to the sector addressed by the proposal and indicate how the proposed project addresses these barriers.

Section 6 (Partnership Coordination)-Indicate how the partnership will be coordinated to achieve the desired result(s).

Section 7 (Economic Impacts)-Describe protocol for analyzing economic benefits of using compost/mulch once the project is completed (i.e., how the financial benefits of using compost will be shown and how data will be collected).

Section 8 (Outreach, Evaluation, and Reporting)-Must detail how outreach, evaluation, and reporting (Tasks 2-6 below) will be implemented. Please note that Tasks 2-6 should be part of the timeline and deliverables schedule in Section 3 above.

- D. The Board Contract Manager will hold periodic meetings with the Contractor and partners to coordinate project development and implementation.

Task 2: Develop and Disseminate Outreach Information

- A. Develop and actively disseminate educational materials and/or information on preliminary findings and final results of the partnership, subject to approval of the Board Contract Manager. Information shall be disseminated to "end users" in the region of the partnership project and may include, but is not limited to, the following mechanisms: fact sheets, web sites, brochures, periodic field days, media coverage, and publication of findings in trade magazines or other publications. All brochures, associated graphics and text (not including publications in trade magazines or peer-reviewed scientific journals) developed under contract become copyright of the Board.
- B. The Board will arrange meetings, possibly in conjunction with existing meetings sponsored by appropriate end-user associations or groups, where the contractor or designated members of the partnership will share their data and experiences. The contractor and/or at least one member of the partnership must attend at least two (2) meetings.

Task 3: Conduct Field Days and Workshops

- A. Conduct at least two (2) field days or open-house activities while work is in progress and host at least one (1) workshop for end-users showcasing data that has been compiled or generated by the partnership project. Workshop dates, locations, and content are subject to approval by the Board Contract Manager.

Task 4: Evaluation of Project

- A. The Contractor will assess the impact(s) of municipal compost and/or mulch on the identified end use(s) and likely or actual changes in the use of these products among project participants and in the sector in general as a result of the partnership project. The evaluation criteria will be delineated in the study design and may include: incremental changes in crop production, soil structure, pest reduction, nutrient management, water use/retention, erosion, etc. The assessment will also include:
 - 1. the cost to purchase and apply municipal compost and/or mulch;
 - 2. the interest and willingness of other "like" end-users to use municipal compost and/or mulch; and
 - 3. the probable likelihood of continued or expanded use of municipal compost and/or mulch by "like" end-users in the region and in the overall sector encompassed by the partnership project.

Task 5: Meet with Board Staff and Submit Quarterly Reports

- A. The Contractor shall meet initially with the Board Contract Manager, then submit quarterly progress reports for the duration of the contract. The Contractor will meet with the Board Contract Manager as necessary and be available to make presentations to the Board detailing project progress.

Task 6: Submit Preliminary and Final Reports

- A. The Contractor will submit a preliminary report, subject to approval of the Board Contract Manager, after the first year. The preliminary report will summarize work-to-date, identify completed milestones, and highlight any significant preliminary findings. The preliminary report will not exceed ten (10) pages in length.
- B. The Contractor will submit a final report, subject to approval of the Board Contract Manager, after completion of the project. The final report will consist of an executive summary describing the method, data, and findings. The executive summary will not exceed fifteen (15) pages in length. The final report will adhere to the Board's *Publications Guide*.

COST PROPOSAL
Partnerships for Agriculture and other End Users
IWM-C9028

Budget Expenditure by Task

Complete this form and submit the original in accordance with the requirements of this RFP.

[This form should be prepared to accurately reflect the cost of all items mentioned in the "Scope of Work" of this RFP or reasonably inferred therefrom as necessary to complete the work within the intent of the Agreement.]

	Requested Amount From CIWMB	Matching and/or In-Kind
Task 1: Coordinate Partnership Development and Implementation of Workplan (subtasks 1A – 1D)	\$ _____	\$ _____
Task 2: Develop and Disseminate Outreach Information (subtasks 2A, 2B)	\$ _____	\$ _____
Task 3: Conduct Field Days and Workshops	\$ _____	\$ _____
Task 4: Evaluation of Project	\$ _____	\$ _____
Task 5: Meet with Board Staff and Submit Quarterly Reports	\$ _____	\$ _____
Task 6: Submit Preliminary and Final Reports (subtask 6A, 6B)	\$ _____	\$ _____
Total	\$ _____	\$ _____ *

* Matching and/or In-Kind total column must be equal to or exceed Requested Total column to qualify.

Travel required to meet the scope of this project shall be included in the total bid. Applicable travel costs will be charged at the state approved rate and will be pre-authorized by the Board contract manger.

Payment will be issued upon completion of task after Board staff approval of the invoice requesting payment.

Submitted By:

Company Name

Company Address

Telephone Number

Authorized Official and Title

Signature of Official

Date

Budget Expenditure by Category

Complete this form and submit in accordance with the requirements of this RFP.

See Attachment A-2 for a listing of expenditures to be included in each cost category

	Requested Amount From CIWMB	Matching and/or In-Kind
1. <u>Salaries</u>	\$_____	\$_____
2. <u>Benefits</u>	\$_____	\$_____
3. <u>Travel</u>	\$_____	\$_____
4. <u>Communication/Postage</u>	\$_____	\$_____
5. <u>Supplies</u>	\$_____	\$_____
6. <u>Services</u>	\$_____	\$_____
7. <u>Equipment/Land Use Fee</u>	\$_____	\$_____
8. <u>Contractual</u>	\$_____	\$_____
9. <u>Indirect</u>	\$_____	\$_____
Total *	\$_____	\$_____

*These totals must equal totals on Attachment A

All invoices requesting payment shall be submitted broken down by the cost category as indicated above.

Travel required to meet the scope of this project shall be included in the total bid. Applicable travel costs will be charged at the state approved rate and will be pre-authorized by the Board contract manger.

Budget Expenditure by Category

Budget Categories

Use the nine budget categories listed below for itemizing all expenditures for proposal and invoices; do not combine categories.

1. Salaries
2. Benefits
3. Travel
4. Communication
5. Supplies
6. Services
7. Equipment
8. Contractual
9. Indirect

Expenditures by Category

Examples of expenditures appropriate for each budget category are listed below. These are listed for reference only and do not represent a complete listing of all possible expenditures.

1. Salaries
Salaries and wages for permanent employees and temporary help (Include individual's name and work titles)
2. Benefits
(Include percent time, and base salary)
Social Security
Medicare
Dental Insurance
Health Insurance
Retirement
Worker's Compensation Policy
Worker's Compensation Contract
Industrial Disability Leave
Non-Industrial Disability Leave
Unemployment Insurance
Life Insurance
Vision Care
Subsidy for purchase of transit passes, transit tickets, carpools and van pools
3. Travel
Vehicle mileage
Meals
Lodging
Tolls, parking
Fares - rail, bus, taxi
Incidentals
Conference or convention attendance - registration fees
4. Communication/Postage
Fax machine supplies - paper, toner, etc.
Support - interagency mail services, freight services
Radio and microwave services
Telephone - private vendors service and repair (includes service and repair for pagers, squawk boxes)
Telephone - cellular phone service and repair
Postage - stamps, stamped envelopes, postage due charges, registered and certified

mail charges, post office box rentals, parcel post, Purolator, Federal Express, UPS, mass mailing
Postage meter - rent, repair, refills, etc.
Advertising

5. Supplies

Agricultural/field supplies - compost/mulch purchases, miscellaneous agricultural supplies required for use in field operations including scientific property.
Data processing - includes costs of consumable items and necessities, such as paper, printer ribbons, magnetic tapes, disk packs, "floppy" disks-, cassettes, cassettes/cartridges, etc., required for operation of data processing equipment and PC systems
Data processing software - includes costs of licensing agreements and purchases of proprietary software products and associated documentation for data processing and PC systems purchased
Office supplies (not otherwise classified) - all office supplies, equipment, and furniture including:
Supplies to produce pamphlets, leaflets, and brochures
Photocopy paper, office copier supplies
Printed forms and stationary - includes publications, printed mailing labels
Chemicals and lab supplies, training films and slides
Photography - cameras and other equipment, film

6. Services

Data processing - costs of contracts with outside entities for data processing services, to include system analysis, programming, computer processing, key data entry, data conversion, information services to support ongoing operations
Reproduction, printing and copying when performed by outside entity
Sample analysis - laboratory analysis
Photography - film development
Office equipment rental, maintenance, and repairs
Video equipment rental, maintenance, and repairs
PA system rentals
Transcription services
Training facility rental
Room rental
Laundry services
Vehicle maintenance and repair

7. Equipment / Land Use Fee

Property/equipment rental
Scientific property/equipment
Electronic data processing equipment
Farm equipment rental
Land lease fees

8. Contractual

External consultant and professional services

9. Indirect

Overhead

Proposal Score Sheet
(amended via addendum 02 on 1/20/00)

To qualify, the bidder MUST achieve a minimum score identified for EACH section below AND achieve a minimum overall score of 85.

	<u>Maximum</u>	<u>Minimum</u>
I. Overall Approach and Organization	10	7
a. Clarity of proposal as relates to tasks in scope of work. (5)		
b. Overall approach and understanding of problems, issues and required tasks (5)		
II. Methodology	20	10
a. Specificity and detail of proposed methodology. (5)		
b. Appropriateness and soundness of proposed methodology. (5)		
c. Likelihood of creation or expansion of mulch or compost markets. (5)		
d. Proposed area of research <u>not</u> previously funded by Board. (5) (5 points will be awarded for innovative research)		
III. Qualification of Human Resources	20	15
a. Project Manager's applied research management experience. (5)		
b. Assigned staff's background and experience in field studies or similar projects. (5)		
c. Abilities of partnership staff to perform workplan activities with proficiency, accuracy and without omission. (10)		
IV. Work Plan	20	15
a. For <u>each</u> task in the scope of work, does workplan identify: (10)		
• <u>specific</u> activities for completing each task;		
• resources responsible for completing each activity;		
• work products and/or deliverables;		
• budget;		
• time-line.		
b. Will workplan produce desired deliverable(s) on time and within budget? (5)		
c. Does workplan identify work product(s)/deliverable(s) for each partner? (5)		
V. Partnership Array	20	15
a. Diversity of professional disciplines of the partnership project. (5)		
b. Dispersal of workload among partnership, including local or regional government. (5)		
c. Participation of <i>end-user(s)</i> in the partnership project. (5)		
d. Educational outreach activities of the partnership project. (5)		

(over)

VI. Matching Funds

10**5**

- a. Required one-to-one match with Board funds. (5)
- b. Additional funding or in-kind contributions beyond required one-to-one match. (5)
(Points will be given for matching funds proposed above 100%, up to maximum of 5 additional points.)

<u>Points</u>	<u>Percentage</u>
1	10%
2	20%
3	30%
4	40%
5	50% and above